




TOWN OF FAIRFAX

STAFF REPORT

December 6, 2017

TO: Mayor and Town Council

FROM: Garrett Toy, Town Manager 

SUBJECT: Approve contract with Maggiora & Ghilotti to perform pavement repair on Sir Francis Drake Boulevard from Marin Rd. to Oak Manor Dr. in an amount not-to-exceed \$44,000

RECOMMENDATION

- 1) Authorize the Town Manager to prepare and execute an agreement with Maggiora & Ghilotti to perform "dig out" pavement repair on Sir Francis Drake Boulevard from Marin Road to Oak Manor Drive in an amount not-to-exceed \$44,000.
- 2) Allocate a project contingency reserve of \$5,000 to be used by the Town Manager to cover unforeseen project costs.

DISCUSSION

The FY17-18 Capital Improvement Program (CIP) budget includes funding for the repair of selected areas on Sir Francis Drake Boulevard. The proposed scope of work will "dig out" the worst portions of the pavement (e.g. pot holes, severe cracking) and repave that portion of the road. The work will be on Sir Francis Drake between Marin Road and Oak Manor Drive including the intersection. The project entails repaving approximately 3,200 sq. ft. of roadway which requires 120 tons of asphalt and traffic control for two days (1 day in each direction). The contractor's proposal is based on discussions with staff identifying the areas for repair.

The scope of work does not include the cost to reinstall the loop detectors for the traffic signals. The Town will be contracting with DC Electric to reinstall the loop detectors. We estimate the cost to be approximately \$5,000 which is not part of the project's contingency reserve. Maggiora & Ghilotti recently completed the repaving of Tamalpais and Mountain View roads and the Class I Bike Lane project on Sir Francis Drake.

FISCAL IMPACT

The FY17-18 budget CIP allocates \$100,000 for road resurfacing and repair along selected areas of Sir Francis Drake Boulevard.

ATTACHMENT

Agreement

AGENDA ITEM # 12

TOWN OF FAIRFAX
AGREEMENT FOR PROFESSIONAL SERVICES (small capital projects)

This Agreement is entered into as of _____, 201____, between the Town of Fairfax ("Town") and Maggiora & Ghilotti, Inc. ("Consultant").

1. Scope of Services; Compensation. The Scope of Services to be provided under this Agreement and the compensation to be paid Consultant are attached as Exhibit A. The compensation amount may not exceed \$ 44,000.
2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the Town, and no later than February 15, 2018.
3. Method of Payment. Consultant shall submit monthly billings to Town describing the work performed during the preceding month. Town shall pay Consultant no later than 30 days after approval of the monthly invoice by Town staff. When payments equal 90% of the maximum fee, no further payments shall be made until the final work under this Agreement has been accepted by Town.
4. Independent Contractor; Absence of Conflicts. It is understood that Consultant is acting as an independent contractor and not as an agent or employee of the Town. Consultant shall obtain no rights to retirement or other employee benefits.
Consultant (including principals, associates and other professionals) represents that it does not now have, nor will it acquire during the term of the Agreement, any investment or interest in real property, any source of income or other investment which would be affected by Consultant's performance. No person having any such interest shall perform services under this Agreement.
Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant: (a) will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the Town or of any Town official, other than normal agreement monitoring; and (b) possesses no authority with respect to any Town decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
5. Indemnity; Insurance. Consultant agrees to defend, indemnify and hold harmless the Town, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including related costs and expenses), arising out of the performance of this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the Town, its officers, agents, employees or volunteers.
Consultant, at its own cost, shall maintain insurance as required and set forth on the attached Insurance Requirements.
6. Miscellaneous provisions.
 - a. Ownership of Documents. All plans, studies, documents and other writings prepared by Consultant under this Agreement, except working notes and internal documents, shall become the property of the Town upon payment to Consultant for the work, and the Town shall have the sole right to use the materials without further compensation to Consultant. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to Town upon written request. Consultant shall maintain documents and records related to this Agreement for a period of three years and shall make them available at Town's request.
 - b. Compliance with Laws; Licenses. Consultant shall use the standard of care in its profession and shall comply with all applicable laws. Consultant warrants that it has all licenses, permits, qualifications, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a Town of Fairfax business license.
 - c. Entire Agreement; Amendments. This Agreement constitutes the entire Agreement between the Town and Consultant. It may be amended only in writing, signed by both parties.
 - d. Litigation. This Agreement is governed by California law, and any action brought under this Agreement shall be held exclusively in a state court in Contra Costa County. If either party begins an action arising out of this Agreement, the prevailing party is entitled to its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
7. Termination. This Agreement may be terminated immediately for cause or by either party without cause upon 15 days' written notice of termination. Upon termination, Consultant is entitled to compensation for services performed to the date of termination.

TOWN OF FAIRFAX

CONSULTANT

Garrett Toy, Town Manager

Title: _____

Insurance approved _____ (initial)
by Town

Business License # _____

Attachments: Insurance Requirements (reverse side); A. Scope of Services and Compensation

ATTACHMENT

A

Insurance Requirements: Professional Services Agreement (from Agreement, paragraph 5)

a. General. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the Town at least 30 days prior to such change. The insurer shall agree to waive all rights of subrogation against Town, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for Town.

If the Consultant does not have any employees, he or she shall initial this Certificate of Exemption from Workers' Compensation Insurance: I hereby certify that in the performance of the work for which this Agreement is entered into, I shall not employ any person in a manner so as to become subject to the Workers' Compensation Laws of the State of California.

Initials _____ Date: _____

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$2,000,000 combined single limit for each occurrence.

b. Policy Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The Town of Fairfax, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the Town, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the Town, including any self-insured retention the Town may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its elected or appointed officers, officials, employees, agents or volunteers.

v. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after 30 days written notice has been received by the Town.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Town. At the Town's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance and Endorsements. Consultant shall provide certificates of insurance with original endorsements to Town as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the Town on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the Town at all times during the term of this Agreement.

EXHIBIT A

Dig Out Paving Proposal

"Dig Out" repaving on Sir Francis Drake Blvd. from Marin Road to Oak Manor Drive at agreed upon locations as discussed with the Public Works Manager. The work includes grinding out locations, oil, pave back at 6" to include traffic control, labor, 1/2" hot mix asphalt, dump fees, and approximately 120 tons of asphalt to pave approximately 3,200 total square feet. All specifications to be that same as paving contract recently completed for Tamalpais and Mountain View Roads.